

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AC Software, Inc. | | 02/25/2003 | CORPORATION: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | LaborLogix, Inc. | | |
| Street Address: | 7925 Jones Branch Drive, Suite 6400 | | |
| City: | McLean | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22102 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2331504 | TIMEWIZARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)842-7899 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2028427800 | | |
| Email: | trademarks@cooley.com | | |
| Correspondent Name: | Adam L. Barea | | |
| Address Line 1: | 875 15th St., N.W., Suite 800 | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005-2221 | | |
| ATTORNEY DOCKET NUMBER: | 304298-201 | | |
| NAME OF SUBMITTER: | Adam L. Barea | | |
| Signature: | /Adam L. Barea/ | | |
| Date: | 03/21/2006 | | |

CH \$40.00 2331504

Total Attachments: 15

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BILL OF SALE

KNOW ALL BY THESE PRESENTS that Alpha Construction & Engineering Corporation, with offices at 21351 Ridgetop Circle, Suite 200, Dulles, VA 20166 (hereinafter called "Seller"), for and in consideration of the total purchase price of Five Hundred Fifty Thousand Dollars (\$550,000) has bargained and sold, and by these presents, does hereby sell, bargain, transfer and assign to LaborLogix, Inc. (hereinafter called "Buyer"), its successors and assigns, the Accounts, Chattel Paper, Contracts, Documents, Equipment, Financial Assets, Fixtures, General Intangibles (including, without limitation, Copyrights, Patents, Trademarks, Licenses, designs, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how, models and data), Instruments, Inventory and all property specifically described in Exhibit "A" attached hereto and made a part hereof.

THE SAID PURCHASE PRICE to be paid as follows: assumption of SunTrust liability of \$30,000; assumption of Maryland personal property taxes of \$9,500; assumption of service obligations to customers aggregating \$137,953, and the balance of \$372,547 in a promissory note.

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns, forever. This sale and conveyance is made "as is" and "where is" and without any representations or warranties of any kind, except that said Property is hereby sold and delivered free and clear of all security interests, liens and encumbrances, except for all security interests of record, namely:

Security interest of Dell Financial Services, L.P. File no. 0000000181017889.

Security interest of SunTrust Bank pursuant to financing statement Maryland file number 0000000181106782, Film # U00194, Folio # 2447, filed January 14, 2002.

Security interest of SunTrust Bank pursuant to financing statement Maryland file number 0000000181087529, Film # U00164, Folio # 1931, filed June 19, 2001.

Liens for Maryland Personal Property Tax.

The items that are the subject of this Bill of Sale were collateral under a security agreement in which Alpha Construction & Engineering Corporation is the Secured Party and AC Software, Inc. is the Debtor.

The Seller, for itself, its successors and assigns, covenants and agrees to and with the Buyer to warrant and defend the sale of said property unto the Buyer, its successors and assigns, against all lawful claims.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this 25th day of February, 2003.

Alpha Construction & Engineering Corporation

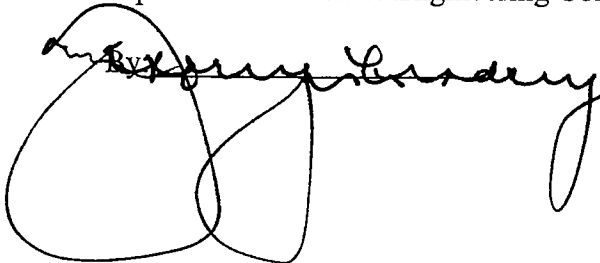
~~By~~  A handwritten signature in black ink, appearing to read "Gregory Bradley", written over the word "By" which has been crossed out with a horizontal line. The signature is highly stylized and cursive.

EXHIBIT A

Attachments:

1. Accounts receivable dated February 28, 2003
2. Fixed Asset listing
3. Customer List
4. Copyright and Trademarks

COPYRIGHT AND TRADEMARKS

TRADEMARK
REEL: 003272 FRAME: 0982

CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 REGISTER OF COPYRIGHTS
 United States of America

FORM TX
 For a Literary Work
 UNITED STATES COPYRIGHT OFFICE

RE TX 4-797-607
 EFFECTIVE DATE OF REGISTRATION
 7 23 98
 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼
 TIMEWIZARD Computer program
 PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2 a NAME OF AUTHOR ▼ AC Software, Inc. DATES OF BIRTH AND DEATH Year Born ▼ Year Died ▼
 Was this contribution to the work a "work made for hire"? Yes No
 AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of _____ Domiciled in United States
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK If the answer to either of these questions is "Yes," see detailed instructions. Anonymous? Yes No Pseudonymous? Yes No
 NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. Entire computer program

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b NAME OF AUTHOR ▼ DATES OF BIRTH AND DEATH Year Born ▼ Year Died ▼
 Was this contribution to the work a "work made for hire"? Yes No
 AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of _____ Domiciled in _____
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK If the answer to either of these questions is "Yes," see detailed instructions. Anonymous? Yes No Pseudonymous? Yes No
 NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

c NAME OF AUTHOR ▼ DATES OF BIRTH AND DEATH Year Born ▼ Year Died ▼
 Was this contribution to the work a "work made for hire"? Yes No
 AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of _____ Domiciled in _____
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK If the answer to either of these questions is "Yes," see detailed instructions. Anonymous? Yes No Pseudonymous? Yes No
 NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases. 1998 b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK Complete this information ONLY if this work has been published. Month June Day _____ Year 1998 United States Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼
 AC Software, Inc.
 2901 Riva Trace Parkway
 Annapolis, MD 21401
 TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

DO NOT WRITE HERE OFFICE USE ONLY
 APPLICATION RECEIVED JUL 23 1998
 ONE DEPOSIT RECEIVED JUL 23 1998
 TWO DEPOSITS RECEIVED
 FUNDS RECEIVED

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-11) on the reverse side of this page. See detailed instructions. Sign the form at line 10.

TRADEMARK DO NOT WRITE HERE

REEL: 003272 FRAME: 0983

EXAMINED BY _____
 CHECKED BY _____
 CORRESPONDENCE
 Yes

FORM TX
 FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼
- a. This is the first published edition of a work previously registered in unpublished form.
 - b. This is the first application submitted by this author as copyright claimant.
 - c. This is a changed version of the work, as shown by space 6 on this application.
- If your answer is "Yes," give: Previous Registration Number ▼ _____ Year of Registration ▼ _____

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

- a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼
 _____ Previous version _____
- b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼
 _____ Revised computer program _____

6

See instructions before completing this space.

—space deleted—

7

REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS A signature on this form at space 10 and a check in one of the boxes here in space 8 constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically capped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in Braille (or similar tactile symbols); or (2) phonorecords embodying a fixation of a reading of that work; or (3) both.

- a Copies and Phonorecords
- b Copies Only
- c Phonorecords Only

See instructions.

8

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ KENYON & KENYON Account Number ▼ 016543

9

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Edward T. Colbert, Esq.
 KENYON & KENYON
 1025 Connecticut Avenue, NW
 Wash. DC 20036 Area Code and Telephone Number ▶ 202-429-1776

Be sure to give your daytime phone number

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▶

- author
 - other copyright claimant
 - owner of exclusive right(s)
 - authorized agent of AC Software, Inc.
- Name of author or other copyright claimant, or owner of exclusive right(s) ▲ _____

10

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Anne Grosheitsch Date ▶ July 23, 1998

Handwritten signature (X) ▼

MAIL CERTIFICATE TO

Name ▼ Edward T. Colbert, Esq.
 KENYON & KENYON

Number/Street/Apt ▼ 1025 Connecticut Avenue, NW

City/State/ZIP ▼ Washington, DC 20036

YOU MUST

- Complete all necessary spaces
- Sign your application in space 10

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE

1. Application form
2. Nonrefundable \$20 filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO
 Register of Copyrights
 Library of Congress
 Washington, D.C. 20559-6000

11

The United States of America



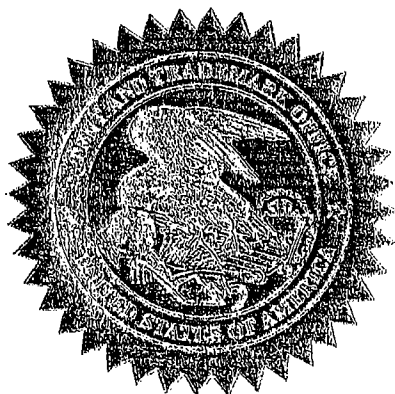
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



A handwritten signature in cursive script, reading "J. Todd Pichini".

Commissioner of Patents and Trademarks

Requirements for Maintaining a Federal Trademark Registration

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

The United States of America



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J. Todd Tschumi

Acting Commissioner of Patents and Trademarks

TRADEMARK
REEL: 003272 FRAME: 0987

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The United States of America



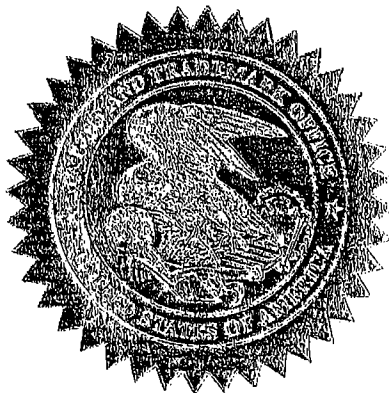
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J. Todd Pichini

Commissioner of Patents and Trademarks

TRADEMARK
REEL: 003272 FRAME: 0989

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